

Franklin E. West
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June 17, 2009

Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge – Southern District of NY
One Bowling Green
New York, NY 10004-1408

Dear Judge Drain:

I am writing this as an OBJECTION TO JUNE 1, 2009 MASTER DISPOSITION AGREEMENT, ARTICLE 9.5.11 .

I object to this proposal to terminate my severance pay due to the fact that this was not a pre-bankruptcy benefit but a signed contract that I entered into with Delphi during bankruptcy. It is a legal contract because I gave consideration, waived certain rights (release of claims) and Delphi agreed to consideration to provide twelve months of severance pay. The contract meets all the stipulations of contract law and I expect that it will be honored by the legal system.

The expectation of the bankruptcy proceeding is that all parties will be treated fairly and equitably based on their specific situation. I am part of the larger Delphi Severed Salaried employees. The group of salaried employees departing prior to 1/1/09 received their severance in full as a lump sum. The group of salaried employees departing after emergence will receive their severance in full. Some of the persons in this group were scheduled to depart prior to emergence but were intentionally moved back to allow them to become eligible for full severance. There are a limited number of salaried employees that are being impacted and therefore this is not fair and equitable treatment and should not be tolerated by the court. The relative amount of money is minimal because of the size of the group.

On a personal note I stayed until our operation was closed down to assure that Delphi was successful in winding down the operation. I did this with the expectation that Delphi would honor its commitment to pay the stipulated severance. With the unexpected elimination of medical coverage, proposed unexpected movement of the pension to the PBGC and subsequent reduced benefit I was already tight in my finances. The unexpected elimination of the balance of severance will be enough to make financial recovery almost impossible for me and may result in foreclosure of my home.

Sincerely

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